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LANCASTER COUNTY  
CLERK

**CONTRACT DOCUMENTS**

**CITY OF LINCOLN and  
LANCASTER COUNTY, NEBRASKA**

**Annual Requirements for  
Telecommunication  
Supplies and Accessories  
County of Los Angeles, California Contract No. MA-IS-1040222-1**

**Contractor:**

**Graybar Electric Company  
8170 Lackland Rd.  
Bel Ridge, MO 63114  
314-573-2038**

**CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA,  
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between Graybar Electric Company, 8170 Lackland Rd., Bel Ridge, MO 63114 hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the Owners.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030( c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the County of Los Angeles, California and Graybar Electric Company, Contract No. MA-IS-1040222-1, dated January 1, 2010, which was prepared in accordance with the County of Los Angeles, California's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver Telecommunication Supplies and Accessories for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the County of Los Angeles, California, Contract No. MA-IS-1040222-1, dated January 1, 2010; and

WHEREAS, the Contractor, in response to the Owners' request to participate in said agreement, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the County of Los Angeles, California, Contract No. MA-IS-1040222-1, dated January 1, 2010 for Telecommunication Supplies and Accessories, with only those exceptions stated herein; and

WHEREAS, the County of Los Angeles, California, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the County of Los Angeles, California, Contract No. MA-IS-1040222-1, dated January 1, 2010, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Telecommunication Supplies and Accessories for the Owners' various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The term of this contract is for a period beginning upon execution of this contract through December 31, 2012.
  - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for additional one-year terms not to exceed the term of the current County of Los Angeles, California contract.
  - 2.2 If renewal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.
  - 2.3 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing of items will be pursuant to County of Los Angeles, California, Contract No. MA-IS-1040222-1, dated January 1, 2010.
  - 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owners' Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the County of Los Angeles, California shall be made available to the Owners.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln and County of Lancaster, Nebraska.

8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
- 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
- 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
- 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
- 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the County of Los Angeles, California and Graybar Electric Company, Contract No. MA-IS-1040222-1, dated January 1, 2010.
10. This agreement shall be governed and interpreted by the Laws of the State of Nebraska without reference to the principles of conflicts of law.
11. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Agreement
  2. County of Los Angeles, California, Contract No. MA-IS-1040222-1, dated January 1, 2010.
  3. Nebraska Resale Or Exempt Sale Certificate - Form 13

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

**EXECUTION BY THE CITY OF LINCOLN, NEBRASKA**

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

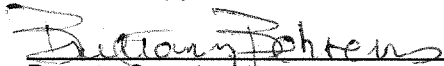
\_\_\_\_\_  
Mayor

Approved by Resolution Order No. \_\_\_\_\_

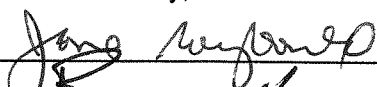
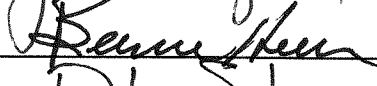
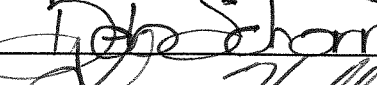


dated \_\_\_\_\_

**EXECUTION BY LANCASTER COUNTY**

Contract Approved as to Form:

  
\_\_\_\_\_  
Deputy County Attorney  
For GARY E. LACEY  
Lancaster County Attorney

The Board of County Commissioners of  
Lancaster County, Nebraska

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Dated: 3/15/11

**EXECUTION BY CONTRACTOR**

**IF A CORPORATION:**

ATTEST:

\_\_\_\_\_  
Secretary (SEAL)

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
(Address)

By:   
Duly Authorized Official

\_\_\_\_\_  
Legal Title of Official

**IF OTHER TYPE OF ORGANIZATION:**


\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
(Address)


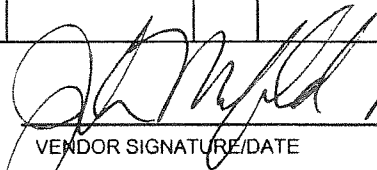
By: \_\_\_\_\_  
Member

By: \_\_\_\_\_  
Member

TERM CONTRACT AWARD		CONTRACT NO. MA-18-1040222-1
INTERNAL SERVICES DEPARTMENT		PROCUREMENT FOLDER 71300
<div style="border: 1px solid black; padding: 5px;"> <p>GRAYBAR ELECTRIC COMPANY 363 SOUTH CHERYL LANE  INDUSTRY, CA 91769</p> </div>		<p>BUYER: Yvonne Moore-Parker PHONE: 323-691-6180 EMAIL: ymoore.parker@lscd.lacounty.gov</p> <p>VENDOR NO. 801079 CONTACT: KEVIN STOKER PHONE: 800-451-7454</p> <p>DATE AWARDED: 12/01/2009 FISCAL YEAR: EFFECTIVE DATE: 01/01/10 EXPIRATION DATE: 12/31/12</p>

TELECOMMUNICATION SUPPLIES AND ACCESSORIES

QUANTITY	COMMODITY CODE / DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
1	<p>COMMODITY CODE: 795-00-00-046183</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK* (entire product line except where noted)</p> <p>2 CON. ACTERNA, ADD TELCOMMUNICATIONS (PRODUCT LINE: CAMPUS), ADIRONDACK WIRE &amp; CABLE, ADM MISC., INC., ADVANCED AMERICAN TELECOM, AERVOX INDUSTRIES, AIR KINGS VENTILATION PRO, AK STAMPING, ALCATEL, ALFLEX CORPORATION, ALKCO MANUFACTURING COMPANY, ALLIED BOLT INC, ALLIED ELECTRONICS, INC., ALLIED MOULDED PRODUCTS, ALLIED TELSIS / ALLIED TELECOM (PRODUCT LINE: SOFTWARE), ALTIGEN COMMUNICATIONS, AMERICAN FITTINGS CORP, AMERLUX INC, AMETEK, INCORPORATED, AMETRIX, AMP (PRODUCT LINE: COMMERCIAL CONSTRUCTION, HEATING PRODUCT), AMPHENOL CORP. / AMSECO / POTTER, ANAMET ELECTRICAL, INC., ANGLO AMERICAN ENTERPRISES AMRISH, ARGUS TECHNOLOGIES, LTD, ARMORCAST PRODUCTS COMPANY, ATLANTIC SCIENTIFIC CORP, ATLANTIC TELECONNECT INC, AUTOMATIC TUNING &amp; CONTROLS / AVAYA COMMUNICATIONS, B&amp;D IT - IDEX INC, BAUDCOM, BAY NETWORKS, BECHTEL INC, BEGENT CORP, BELDEN WIRE &amp; CABLE (PRODUCT LINE: TRAPEZE WIRES), BELKIN COMPONENTS, BENNER-KAWMAN INC, BILTRONICS INC, BLACK BOX CORP, BRF CORPORATION, BLONDER TONGUE, BOBOW</p>	0.000	DISCOUNT	0.0000%

 COUNTY OF LOS ANGELES 12/21/09	 12/16/2009 VENDOR SIGNATURE/DATE
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PRICE SHEET		TERM CONTRACT AWARD			
CONTRACT NO: MA-IS-1040222-1					PAGE 2
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	SECURITY SYSTEMS, BOWHEAD MANUFACTURING, BRADY WORLDWIDE (PRODUCT LINE: DISCOUNT SCHEDULE B ITEMS, DISCOUNT SCHEDULE C ITEMS, DISCOUNT SCHEDULE D ITEMS, DISCOUNT SCHEDULE H ITEMS), BROTHER INTERNATIONAL, CABLE EXCHANGE, CABLE MANAGEMENT SOLUTIONS INC., CABLE PREP, CANTEX IND, CAPP INC, CARRIER ACCESS, CASCO MANUFACTURING CO., CEECO/COMMUNICATION EQUIPMENT & CHARLESTON INDUSTRIES, CHLORIDE SYSTEMS, CIDCO, CIRCA TELECOM USA, CLARCOR AIR FILTRATION PRODUCTS, CLAUSE CUTLERY, COIL SALES / CHARLES INDUSTRIES, COMDIAL (PRODUCT LINE: CARDS/PROCESSORS, DX80 KITS / PACKAGES), COMTREND CORPORATION, CONDUX INTERNATIONAL, CONKLIN CORP, CON-TECH, COPPER MOUNTAIN, CORCOM, CP TECHNOLOGIES, CRAIN ENTERPRISES INCORPORATED, CROWE ROPE, CRYDOM, CW COMMUNICATIONS, CXR LARUS CORP, CYBERPOWER, CYLIX CORP, D & W DISTRIBUTORS INC., DA LITE SCREEN COMPANY, DANA BLUE, DATA DISPLAY PRODUCTS, DAVID CLARK & CO, DEES COMMUNICATIONS, DOMINION LAZERCOM, DURACELL BATTERY, DV TEL, DYNALEC, E & R INDUSTRIAL SALES, INC., ELASTIMOLD - UTILITY DIVISION OF ELECTRIC MOTION CO, ELLIPTIPAR, ELTEK VALERE, INC., E-MON, LLC, ENCORE WIRE CORPORATION, ENERGIZER BATTERY, INC., ENERGY SOLUTIONS INTL., ENERSYS INC, ENERTRON TECHNOLOGIES, ENGENIUS TECHNOLOGIES INC, ENGINEERED PRODUCTS, ENTONE, ERICO (PRODUCT LINE: ALL OTHER), ETHERWAN SYSTEMS, EXCELINE, FERGUSON ENTERPRISES, FERNCO INC, FIBER & CABLE/OPTI-LOOP, FIBER INSTRUMENT SALES, FIBER OPTIC INC, FIBERTRON, FINISHADAPT INC, FIRE-LITE ALARMS INC, FISHER PIERCE OLC, FLUKE (PRODUCT LINE: ALL OTHER, DRACON ITEMS - 11289-000 & 11290-000, ONE TOUCH ENHANCEMENT & TRAINING PKS), FORCE10 NETWORKS, FOSTER CORP, FOUNDRY NETWORKS, GEIST PLASTICS, GEMS SENSORS INC., GENERAC POWER SYSTEMS, INC., GENERAL HARDWARE, GENERAL STRUCTURES INC, GENERIC FIBER PRODUCTS, GENERIC PREMISE PRODUCTS, GENTEX CORP, GLYPTAL INC, GORDON KAPES INC, GS METALS, HAMMOND MANUFACTURING, HARDING INSTRUMENT, HARGER LIGHTNING PROTECTION INC, HARRIS DRACON, HAWAII ENERGY SYSTEMS, LLC, HERITAGE PLASTICS INC, HILTI INC, HIRSCHMANN AUTOMATION & CONTROL, IN, HI-TECH FUSES INC., HOLOCOM NETWORKS, HOMAC MANUFACTURING, HOMACO, HOUSTON WIRE&CABLE CO, HUBBELL -				



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		CONTRACT NO: MA-IS-1040222-1			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
2	<p>LENOIR CITY, HUGHES BROTHERS, IMC NETWORKS, INDALEX ALUMINUM SOLUTION, INDEPENDENT TECHNOLOGIES, INC., INGRAM MICRO, INTELLITOUCH, IPEX INC, JACKMOON USA, INC., JACKSON TOOL, JDSU, JONARD INDUSTRIES CORP, JONES-STEPHENS CORP, KAF-TECH, INC., KENTROX, LLC, KIDDE FIRE FIGHTING, KNOPP INC, KONEXX, KRALOY DIVISION, KRYLON PRODUCTS GROUP</p> <p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>LAGASSE BROTHERS, INC., LAMSON PIPE COMPANY TELECOM SYS, LANTECH COMM. INC, LARUS, L-COMP INC, LEACH, LEICA GEOSYSTEMS, LENOX / IRWIN INDUSTRIAL TOOL, LG ELECTRONICS USA INC., LOCKNETICS, LUDLOW TEXTILES, LYON WORKSPACE PRODUCTS, MAC PRODUCTS INC, MACLEAN POWER SYSTEMS / RELIABLE POWER PRODUCTS (PRODUCT LINE: CONTINENTAL ELECTRIC CO, RELIABLE-BETHEA), MAGNOLIA CHEMICAL, MAJOR CUSTOM CABLE INC, MALCOLITE CORP, MALTON EQUIPMENT CO, MARCONI COMMUNICATIONS, MARYLAND SPECIALTY WIRE, MAXCELL BUSINESS UNIT, MERU NETWORKS, METRO TEL CORP, MGE UPS SYSTEMS, MICROTEST, MIDDLE ATLANTIC PRODUCTS, MINUTE MAN, MITEL, MOLDCAST DIVISION, MOLEX CONNECTOR CORPORATION, MOSAIC, MOSCOM/VERAMARK TECHNOLOGIES, MULTI-TECH, NATIONAL PIPE &amp; PLASTICS INC, NEC UNIFIED SOLUTIONS, INC, NETSOURCE, NEWELL RUBBERMAID, INC, NICE SYSTEMS, NITSUKO AMERICA, NORTEL / BAY NETWORKS, NORTH SAFETY PRODUCTS, NORTHSTAR BATTERY COMPANY, NOYES FIBER SYSTEMS, NTE ELECTRONICS, INC., NUTONE, NVT, OATEY, OFS FITEL, LLC BRIGHTWAVE, OK INDUSTRIES, OLDCASTLE PRECAST, INC., OPTELECOM, ORTRONICS (PRODUCT LINE(S): ONQ SECURITY PRODUCTS - OTHER THAN LEGRAND, GREYFOX), P &amp; R INDUSTRIES, P.K. NEUSES, INCORPORATED, PANAMAX, PANASONIC (PRODUCT LINE: IP PRODUCTS), PANAVISE PRODUCTS INC., PARADYNE / ZHONE TECHNOLOGIES, PCT INTERNATIONAL, PELICAN PRODUCTS INC, PEPPERL &amp; FUCH'S, PERMA-COTE INDUSTRIES, PHASETRONICS / MOTORTRONICS, PICO MACOM INC, PICOMA IND INC, PLANT EQUIPMENT, PORCELAIN PRODUCTS COMPANY</p>	0.000		DISCOUNT	0.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	(PRODUCT LINE: TRANS INSUL), PORCELAN PRODUCTS, POTTER BRUMFIELD, POWER SALES & ADVERTISING, POWER SONIC CORP, POWERSMITHS INT. CORP., PRECIDIA TECHNOLOGIES, PREFORMED LINE PRODUCTS (PRODUCT LINE(S): COMMUNICATIONS PRODUCTS), PREMAX LLC, PROFORMA PRINTGRAPHICS, PROGRESSIVE ELECTRONICS / GREENLEE, PRONTO NETWORKS, INC., PRYSMIAN POWER CABLES & SYSTEMS, PYRAMID INDUSTRIES, QUEEN CITY PLASTICS INC, R&R INDUSTRIES, RACEWAY TECHNOLOGY, RAINBOW TECHNOLOGY CORP, RAYCHEM, RCI, READYLINKS INC., RECOGNITION SYSTEMS, REDBACK NETWORKS, REIKER ENTERPRISES, RITTAL CORPORATION, ROANWELL, SALISBURY, WH COMPANY, SAMSUNG, SATCON TECHNOLOGY CORPORATION, SCHLAGE ELECTRONICS, SECURITY INC, SELECTA SWITCH / MICRO SWITCH, SEMTRON INC, SENSAPHONE (PRODUCT LINE(S): IMS & SENSORS/ACCESS NON IMS4000 ACCESSORIES), SENSOR SWITCH INC, SEVES USA, SHURE INC., SIEMENS , SIEMENS INFORMATION SYSTEMS INC., SILOO DIVISION, SIMPSON ELECTRIC CO, SNAKE TRAY/CMS, SNAP-ON INC, SOUNDOLIER DIV., SOUTHWEST DATA PRODUCTS, SPC TECHNOLOGY, SPERO ELECTRIC CORP, STA-LUBE DIVISION, STRONGWELL, SUN WEST ENGR INC, SURGE SUPPRESSION , SURGE SUPPRESSION INC, SUTTLE APPARATUS CORPORATION, SYMETRICOM, SYNCO CHEMICAL, TARGETTI NORTH AMERICA, TEC INTERNATIONAL, TECH DATA, TECH PRODUCTS INC, TECH SPRAY, TECHNICAL CONSUMER PRODUCTS INC, TELCO SYSTEMS (PRODUCT LINE(S): TRANSCEIVERS), TELEDIX CORP, TELEDYNE D.G. O'BRIEN, TELEHORN, TELEX COMMUNICATIONS, TELLABS, TELSTRAT, TELTRENDK, TEMP RESEARCH, TEMPO, THE ELECTRIC CONTROLLER AND, THE OKONITE COMPANY, THE ROCKBESTOS COMPANY, THOMAS & BETTS (PRODUCT LINE(S): 057-INTERCONNECTION SYSTEMS, ELASTIMOLD DIVISION), TII NETWORK TECHNOLOGIES, TIMES FIBER COMMUNICATION, TJ COPE INC, TMC CORPORATION, TRAFFIC SIGNAL CONTROLS, INC., TRANSTECTOR SYSTEMS, TRI PALM INTERNATIONAL, TRILOGY COMMUNICATIONS INC., TT SYS., TT SYSTEMS, U.S. ROBOTICS, UNIDEN, UNIPRISE SOLUTIONS, UNIQUE FIRE/ITS UNIQUE, UNITED COPPER INDUSTRIES, VALCOM (PRODUCT LINE(S): MUSIC FOR LIFE ACCESSORIES), VARI-TRONICS, VERILINK, VICTOR INSULATORS INC, VIDEO MOUNT PRODUCTS, VON DUPRIN, VUANCE, INC., WESCOM-CHARLES INDUSTRIES, WIRELESS COAX PRODUCTS, Z-BAND, INCORPORATED, ZEP				

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	MANUFACTURING CO, ZOOM TELEPHONICS				
3	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  ALLIED TELESIS / ALLIED TELSYN (PRODUCT LINE: NETWORK CARD); ALLIED TELESIS / ALLIED TELSYN (PRODUCT LINE: SWITCHES); FLUKE (PRODUCT LINE: LOW END DATACOM TOOLS); MELTRIC; TONE COMMANDER (PRODUCT LINE: ALL OTHER)	0.000		DISCOUNT	3.0000 %
4	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  PLANTRONICS (PRODUCT LINE: LUCENT LOGO KITS); PREFORMED LINE PRODUCTS (PRODUCT LINE: ALL OTHER); THOMAS & BETTS (PRODUCT LINE: MELCO PRODUCTS)	0.000		DISCOUNT	5.0000 %
5	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  AGILENT TECHNOLOGIES; ALLIED TELESIS / ALLIED TELSYN (PRODUCT LINE: ACCESSORIES); ALLIED TELESIS / ALLIED TELSYN (PRODUCT LINE: MODULAR OUTL)	0.000		DISCOUNT	6.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
6	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  B & K PRECISION; PANASONIC (PRODUCT LINE: DGT SPR HYBR - KX-TD CARDS/PROCESSORS, DGT SPR HYBR - KX-TD DGTL SPR HYBRD PHN, DGTL PBX - KX-TD336/500 CARDS/PROC, SOFTWARE / LICENSES, VOICE PROCES - LARGER THAN 4 PORT SYS., VOICE PROCES - NX-NCP PRODUCT & LICENSES)	0.000		DISCOUNT	7.0000 %
7	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  AMERICAN POLYWATER	0.000		DISCOUNT	7.5000 %
8	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  ALLOPTIC; GEIST	0.000		DISCOUNT	8.0000 %
9	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  SPECIFIED TECHNOLOGIES; TRANS WORLD PRODUCTS	0.000		DISCOUNT	9.0000 %

## PRICE SHEET

## TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1040222-1

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
10	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  ADC TELCOMMUNICATIONS (PRODUCT LINE: DSX 1/2 PRODUCTS, DISTRIBUTION FRAMES); BRADY WORLDWIDE (PRODUCT LINE: DISCOUNT SCHEDULE A ITEMS, DISCOUNT SCHEDULE E ITEMS (OTHER THAN JET BELOW), DISCOUNT SCHEDULE F ITEMS, SCHED E - JETTAB INK JET PRINTABLE MARKERS); CORTELCO (PRODUCT LINE: ARIES DIG PCKGS-DRP SHIP); GENERIC VENDOR - CWC; TRANSITION NETWORKS (PRODUCT LINE: ALL OTHER); URASEAL; VIKING (PRODUCT LINE: ALL OTHER); WESTELL	0.000		DISCOUNT	10.0000 %
11	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  3M TELECOMMUNICATIONS (PRODUCT LINE: DIAGNOSTIC PRODUCTS, LOCATING AND MARKING PRODUCTS); VODAVI (PRODUCT LINE: TRIAD)	0.000		DISCOUNT	11.0000 %
12	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  PALADIN CORP; PANASONIC (PRODUCT LINE: ALL OTHER); PORTA SYSTEMS; TELCOR; TELEMATRIX (PRODUCT LINE: MISC HOTEL / MOTEL); ULTRATECH	0.000		DISCOUNT	12.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
13	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  COMDIAL(PRODUCT LINE: FXII); EDWARDS COMPANY; EMERSON NETWORK POWER (PRODUCT LINE: ALL OTHER); TELEBYTE; TELEDYNE; WIREMOLD (PRODUCT LINE: D VELOCITY & BASKET TRAY, RACEWAY COMPONENTS, INC., SENTREX P69)	0.000		DISCOUNT	13.0000 %
14	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  RAD DATA COMM	0.000		DISCOUNT	14.5000 %
15	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  AFL TELECOMMUNICATIONS (PRODUCT LINE: NOYES, OUTSIDE PLANT HARDWARE EXCEPT FIBER DIST HUBS); BELDEN WIRE & CABLE (PRODUCT LINE: TRAPEZE WIRELESS DEMO EQUIPMENT, TRAPEZE WIRELESS HARDWARE SOFTWARE AND ACCESSORIES); EMERSON NETWORK POWER (PRODUCT LINE: EDCO); FLUKE (PRODUCT LINE: CABLE METERS - FLUKE PRODUCTS & DSP4300, FLUKE CORP, NETTOOL, & PYRAMID, INSTRUMENTS, METERS, REMCON & MOTORGUARD); MRV COMMUNICATIONS; NEW BASIS WEST; ORTRONICS (PRODUCT LINE: NON MOD DISTR, RACKS - SWING EZ WALL RACK); PANDUIT (PRODUCT LINE: EXCLUDED FIBER RUNNER CABLE PRODUCTS, FR1 FIBER RUNNER CABLE ROUTING CHANNEL, FR2 FITTINGS AND COUPLERS); SENSAPHONE (PRODUCT LINE: ALL OTHER); TELECT (PRODUCT LINE: VANGUARD); VTECH COMM.	0.000		DISCOUNT	15.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	(PRODUCT LINE: ALL OTHER)				
16	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  BELDEN WIRE & CABLE (PRODUCT LINE: COAX CABLES); MACLEAN POWER SYSTEMS / RELIABLE POWER PRODUCTS (PRODUCT LINE: ALL OTHER)	0.000		DISCOUNT	16.0000 %
17	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  AASTRA TELECOM (PRODUCT LINE: ALL OTHER)	0.000		DISCOUNT	16.5000 %
18	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  AMP (PRODUCT LINE: AMPTRAC, ENET WRKGRP); GENERAL CABLE (PRODUCT LINE: CORD SETS, PORTABLE CABLE); PANASONIC (PRODUCT LINE: 30810/60610 ACCESSORIES, CORDED PHONE - CURRENT SINGL AND MULT, DGT SPR HYBR - KX-TD ACCESSORIES, DGTL LN SETS-CURRENT - SNG AND MULT, DGTL PBX - KX-TD 500 ACCESSORIES)	0.000		DISCOUNT	17.0000 %
19	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)	0.000		DISCOUNT	17.5000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	BOURNS; SENSOR SWITCH				
20	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  ONEAC; SL WABER	0.000		DISCOUNT	18.0000 %
21	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  NEPTCO	0.000		DISCOUNT	18.4500 %
22	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  FEDERAL SIGNAL (PRODUCT LINE: ALL OTHER); LEVITON TELCOM (PRODUCT LINE: JBL); LUCENT TECHNOLOGIES (PRODUCT LINE: MM F/O CABLE)	0.000		DISCOUNT	20.0000 %
23	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  GENERAL CABLE (PRODUCT LINE: CENTRAL OFFICE, COAX CABLES, FIRE ALARM, GNRL ELEC CB, PHOTONICS, RESI CABLE, SECURITY CABLE); GREAT LAKES CASE & CABINETS (PRODUCT LINE: ALL OTHER)	0.000		DISCOUNT	20.5000 %



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
24	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>ALLIED TELESIS / ALLIED TELSIN (PRODUCT LINE: ALL OTHER); AMP (PRODUCT LINE: F/O PTCH CRD, STD F/O CBLS); COMMSCOPE (PRODUCT LINE: FBR APPARATS - INSTAPATCH); GAITRONICS (PRODUCT LINE: ALL OTHER); PYRAMID INDUSTRIES; VTECH COMM. (PRODUCT LINE: MISC BATTERIES, REPLACEMENT BATTERIES)</p>	0.000		DISCOUNT	21.0000 %
25	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>CHARLES INDUSTRIES; DUKANE CORPORATION; TRANSITION NETWORKS (PRODUCT LINE: MEDIA CNVRT)</p>	0.000		DISCOUNT	21.5000 %
26	<p>COMMODITY CODE: 725-59-00-046189</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>ARROW MAGNOLIA; BELDEN WIRE &amp; CABLE (PRODUCT LINE: BELDEN CABLE (NEW GENERATION), CONTROL OFFICE CABLE, RESI CABLE); CORTELCO (PRODUCT LINE: ARIES DIGITAL - ALL OTHER, CORSAIR PRODUCTS, ITT TELCOME, MULTI FEATURE PHONES - ALL OTHER, ODYSSEY SYS); CRAIN ENTERPRISES; EATON (PRODUCT LINE: T1 ISOLATORS)</p>	0.000		DISCOUNT	22.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
27	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  INTERALIA COMMUNICAITONS; ITW LINX (PRODUCT LINE: SPECIALITY SURGE PROTECTORS)	0.000		DISCOUNT	22.5000 %
28	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  COMMAND COMMUNICATIONS; CORNING (PRODUCT LINE: COPPER O/P - ALL OTHER)	0.000		DISCOUNT	23.0000 %
29	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  AMP (PRODUCT LINE: FBR OPT CBL); COMMSCOPE (PRODUCT LINE: COMMSCOPE COAX PRODUCTS - SECURITY CABLES); D-LINK; LYNN ELECTRONICS (PRODUCT LINE: ALL OTHER)	0.000		DISCOUNT	23.5000 %
30	COMMODITY CODE: 725-59-00-046189  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  BELDEN WIRE & CABLE (PRODUCT LINE: TRAY AND IMSA CABLE); PARA SYSTEMS (PRODUCT LINE: ENTERPRISE UPS, XRT & MBK SERIES UPS)	0.000		DISCOUNT	24.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
31	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  3M TELECOMMUNICATIONS (PRODUCT LINE: ALL OTHER); BELDEN WIRE & CABLE (PRODUCT LINE: FIBER CABLE); CEMENTEX; CORNING (PRODUCT LINE: SUBSCRB DMRC - NID OUTDOOR); IRWIN COMPANY; SUTTLE; TRIPP LITE (PRODUCT LINE: ACCESSORIES)	0.000		DISCOUNT	25.0000 %
32	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  ERICO (PRODUCT LINE: RIGID STRUT, LOOP HANGERS, MISC MECH, STRT ACC, PIPE HNGES, BM CLMPs, SLICK STRUT NUTS)	0.000		DISCOUNT	25.5000 %
33	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  3M TELECOMMUNICATIONS (PRODUCT LINE: COPPER SPLICING, FIBER CONNECTIVITY); AIPHONE	0.000		DISCOUNT	26.0000 %
34	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  TELECT (PRODUCT LINE: ALL OTHER); TONE COMMANDER (PRODUCT LINE: ISDN TELEPHONE LAB, VOIP PHONES)	0.000		DISCOUNT	25.5000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
35	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  BELDEN WIRE & CABLE (PRODUCT LINE: OSP CABLE); OPTICAL CABLE CORPORATION; PANASONIC (PRODUCT LINE: PANASONIC CCTV)	0.000		DISCOUNT	27.0000 %
36	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  KRYLON; LYNN ELECTRONICS (PRODUCT LINE: TELCO CABLE ASSEMBLIES)	0.000		DISCOUNT	28.0000 %
37	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  AASTRA TELECOM (PRODUCT LINE: RES/BUS SYS, NON-MERIDIAN M5XXX-RESTRICTD); BERK-TEK WIRE & CABLE (PRODUCT LINE: I/O HYBRD FO, STD F/O CBLS); ERICO (PRODUCT LINE: THREADED ROD); ORTRONICS (PRODUCT LINE: TELCO CABLE); TELEMATRIX (PRODUCT LINE: ALL OTHER)	0.000		DISCOUNT	28.5000 %
38	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)	0.000		DISCOUNT	29.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
39	<p>AMERICAN POWER CONVERSION (PRODUCT LINE: NETBOTZ); FEDERAL SIGNAL (PRODUCT LINE: RED CODE ITEMS); PANDUIT (PRODUCT LINE: ALL OTHER); TELECT (PRODUCT LINE: POWER)</p> <p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>CORNING (PRODUCT LINE: COPPER O/P - BLD ENTRNC PROTECTION, SUBSCRB DMRC - ALL OTHER); ITW LINX (PRODUCT LINE: ALL OTHER); NEWTON INSTRUMENT; PANASONIC (PRODUCT LINE: ALL OTHER CRDLS PHN PR); TRIPP LITE (PRODUCT LINE: ALL OTHER)</p>	0.000		DISCOUNT	29.5000 %
40	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>EATON (PRODUCT LINE: ALL OTHER); INTERNATIONAL FIBER SYSTEMS; TELCO (PRODUCT LINE: ALL SYSTEMS OTHER); WIREMOLD (PRODUCT LINE: ALL OTHER)</p>	0.000		DISCOUNT	30.0000 %
41	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>GREAT LAKES CASE &amp; CABINETS (PRODUCT LINE: ADVANTAGE WORKSTATIONS)</p>	0.000		DISCOUNT	30.5000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
42	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  ADC TELCOMMUNICATIONS (PRODUCT LINE: ALL OTHER)	0.000		DISCOUNT	31.0000 %
43	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  DRAKA (PRODUCT LINE: ALL OTHER); EMERSON NETWORK POWER (PRODUCT LINE: AIM ELECTRONICS CORP - RF CONNECTORS & ADAPTORS)	0.000		DISCOUNT	31.5000 %
44	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  AMP (PRODUCT LINE: AMP OSP, DITEL, DULMISON INC., HUB, TELECOM OSP); CHATSWORTH (PRODUCT LINE: 46353-103,203,503 & 703, EXPANDA RACK, OTHER 46353 RACKS, QUADRA RACK); VIKING (PRODUCT LINE: PERIPHERALS)	0.000		DISCOUNT	32.5000 %
45	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  ADC TELCOMMUNICATIONS (PRODUCT LINE: ADC TRUENET CABLE, CROSS CONNECT, TRUENET CABLE); HUBBELL (PRODUCT LINE: MODULAR JACK - OBS);	0.000		DISCOUNT	33.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
46	THOMAS & BETTS (PRODUCT LINE: ALL OTHER)  COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  PARA SYSTEMS (PRODUCT LINE: ALL OTHER)	0.000		DISCOUNT	33.5000 %
47	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  MULTI-LINK	0.000		DISCOUNT	34.0000 %
48	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  AFL TELECOMMUNICATIONS (PRODUCT LINE: ALL OTHER); ALLEN-TEL (PRODUCT LINE: ALL OTHER); ALPHA TECHNOLOGIES; ALPHA WIRE; AMP (PRODUCT LINE: ALL OTHER); BELDEN WIRE & CABLE (PRODUCT LINE: ALL OTHER); BOGEN; C ENTERPRISES; FLUKE (PRODUCT LINE: ACCESSORIES & FIBER TESTERS, CABLE METERS - ALL OTHER, DRACON ITEMS - ALL OTHER, MICROTEST & ONETOUCH, TELCOM ACCESS TESTERS); GAITRONICS (PRODUCT LINE: SMART PHONES); GENERAL MACHINE PRODUCTS; LIEBERT COMPANY; LUCENT TECHNOLOGIES (PRODUCT LINE: ALL OTHER); MAG INSTRUMENT; METALLICS; ORTRONICS (PRODUCT LINE: ALL OTHER); PANASONIC (PRODUCT LINE: CORDED PHONE - PREVIOUS SINGL, MULT, AND CONF, FAX MACHINES, KSU-LESS PHN, PANASONIC LIGHTING PROD, POWER TOOLS, SERVICE CO., VENT FANS, WIRELESS PRO ACCESSORIES); PLANTRONICS (PRODUCT LINE: CLEARVOX HEADSETS,	0.000		DISCOUNT	35.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
49	<p>JACKSET HEADSET ADAPTERS, LUCENT LOGO PRODUCTS, SPARES AND ACCESSORIES); PLATT LUGGAGE; POLYCOM (PRODUCT LINE: AUDIO TELECONFERENCING); SENSAPHONE (PRODUCT LINE: SENSAPHONE 1104); VODAVI (PRODUCT LINE: ALL OTHER); VTECH COMM. (PRODUCT LINE: MISC VT-ITEMS)</p> <p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>COMDIAL (PRODUCT LINE: ALL OTHER); COMMSCOPE (PRODUCT LINE: ALL OTHER); DRAKA (PRODUCT LINE: ALACTEL TELC); GN JABRA / GN NETCOM; HUBBELL (PRODUCT LINE: ALL OTHER); LEVITON TELCOM (PRODUCT LINE: ALL OTHER); SIEMON; VALCOM (PRODUCT LINE: ALL OTHER)</p>	0.000		DISCOUNT	36.0000 %
50	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>CORNING (PRODUCT LINE: ALL OTHER)</p>	0.000		DISCOUNT	36.5000 %
51	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>B-LINE TELECOM; CABLOFIL INC.; CORTELCO (PRODUCT LINE: ALL OTHER, MULTI FEATURE PHONES - CALLER ID ADJUNCT PROD, MULTI FEATURE PHONES - CENTURION, MULTI FEATURE PHONES - TRIBUTE FEATURE SETS, MULTI FEATURE PHONES - VOYAGE FEATURE SETS); ESSEX WIRE &amp; CABLE; GENERAL CABLE (PRODUCT LINE: ALL OTHER); MOHAWK WIRE &amp;</p>	0.000		DISCOUNT	37.0000 %



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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
52	<p>CABLE (PRODUCT LINE: ALL OTHER); PANDUIT (PRODUCT LINE: CO1 JACK MODULES, CO2 COPPER PATCH CORDS, CO3 PATCH PANELS, CO4 PUNCHDOWN PRODUCTS, CO5 SHIELDED JACK MODULES, CO6 SHIELDED PATCH CORDS, FB1 FIBER CONNECTORS, FB2 FIBER PATCHCORDS, FB3 ADAPTER MODULES AND ADAPTERS, FR3 FIBER DUCT CABLE AND COVER, OU1 OUTLET NETOWRK PRODUCTS, RK2 CABLE MANAGEMENT); PORCELAIN PRODUCTS COMPANY (PRODUCT LINE: ALL OTHER); QUICKTRON</p> <p>COMMODITY CODE: 725-59-00-005559</p>	0.000		DISCOUNT	37.2600 %
53	<p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>POLYCOM (PRODUCT LINE: ALL OTHER)</p> <p>COMMODITY CODE: 725-59-00-005559</p>	0.000		DISCOUNT	37.5000 %
54	<p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>ALLEN-TEL (PRODUCT LINE: DATA PROD); BERK-TEK WIRE &amp; CABLE (PRODUCT LINE: ALL OTHER)</p> <p>COMMODITY CODE: 725-59-00-005559</p>	0.000		DISCOUNT	38.0000 %
	<p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>DIAMOND COMMUNICAITONS</p>				

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
55	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  CHATSWORTH (PRODUCT LINE: ALL OTHER)	0.000		DISCOUNT	38.5000 %
56	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  ALLEN-TEL (PRODUCT LINE: CROSS CONNECT, INSTALL PROD, OPT FBR PROD, OUTLETS); CORTELCO (PRODUCT LINE: SINGLE LINE PHONES - ALL OTHER)	0.000		DISCOUNT	39.0000 %
57	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  AMERICAN POWER CONVERSION (PRODUCT LINE: ALL OTHER); PLANTRONICS (PRODUCT LINE: ALL OTHER); VALCOM (PRODUCT LINE: MULTIPATH)	0.000		DISCOUNT	39.5000 %
58	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  BERK-TEK WIRE & CABLE (PRODUCT LINE: LANMARK-10G CAT 6 AUGMENTED PLENUM, ANMARK-10G CAT 6 AUGMENTED RISER); HOFFMAN; LYNN ELECTRONICS (PRODUCT LINE: MOLDED CABLE ASSEMBLIES); THOMAS & BETTS (PRODUCT LINE: ONE-PIECE CABLE TIES)	0.000		DISCOUNT	40.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
59	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  MOHAWK WIRE & CABLE (PRODUCT LINE: CAT 5ENP 4PR ONLY, CAT 5EXHP PLENUM, CATEGORY OSP CABLES)	0.000		DISCOUNT	40.5000 %
60	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  ADC TELCOMMUNICATIONS (PRODUCT LINE: DSX 3/4 PRODUCTS); ALLEN-TEL (PRODUCT LINE: PLATES); COMDIAL (PRODUCT LINE: VOICEMAIL - DEBUT, VOICEMAIL - INCHG DROP SHIP, VOICEMAIL - KV DROP SHIP ONLY); MOHAWK WIRE & CABLE (PRODUCT LINE: CAT 6P 6LAN (PLEN AND NON PLEN))	0.000		DISCOUNT	41.0000 %
61	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  CORTELCO (PRODUCT LINE: COMPASS); LYNN ELECTRONICS (PRODUCT LINE: CORDS)	0.000		DISCOUNT	42.0000 %
62	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)	0.000		DISCOUNT	42.5000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
63	<p>GENERAL CABLE (PRODUCT LINE: CAT 5EP 4PR ONLY, CAT 5ENP 4PR ONLY, CAT 6P NONPLENUM); MOHAWK WIRE &amp; CABLE (PRODUCT LINE: CAT 5EP 4PR ONLY)</p> <p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>HAMMOND MANUFACTURING; ORTRONICS (PRODUCT LINE: FB JMP&amp;ASS)</p>	0.000		DISCOUNT	43.0000 %
64	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>BERK-TEK WIRE &amp; CABLE (PRODUCT LINE: 6LAN PLENUM); EMERSON NETWORK POWER (PRODUCT LINE: AIM ELECTRONICS CORP - ALL OTHERS, AIR COMFORT PRODUCTS DIV.)</p>	0.000		DISCOUNT	45.0000 %
65	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p> <p>BERK-TEK WIRE &amp; CABLE - PRODUCT LINE: CAT 5EP 4PR ONLY, CAT 6P PLENUM</p>	0.000		DISCOUNT	46.0000 %
66	<p>COMMODITY CODE: 725-59-00-005559</p> <p>TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)</p>	0.000		DISCOUNT	46.0500 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
67	MOHAWK WIRE & CABLE (PRODUCT LINE: 10G CAT 6 AUGMENTED PLENUM, CAT 6NP ADVANCENET (PLEN AND NON PLEN))  COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  GENERAL CABLE (PRODUCT LINE: CAT 6P PLENUM)	0.000		DISCOUNT	47.0000 %
68	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  FRANKLIN INSTRUMENT; VTECH COMM. (PRODUCT LINE: VTECH COMMUNICATIONS PRODUCT)	0.000		DISCOUNT	48.0000 %
69	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  PLANTRONICS (PRODUCT LINE: MOBILE HEADSETS & ADPTRS)	0.000		DISCOUNT	48.5000 %
70	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  CORTELCO (PRODUCT LINE: MULTI FEATURE PHONES - ISDN SETS, SINGLE LINE PHONES - CONFERENCE PHONE PRODUCT); THOMAS & BETTS (PRODUCT LINE:	0.000		DISCOUNT	50.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
71	ELECTROLINE MFG. CO.)  COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK: (entire product line except where noted)  THOMAS & BETTS (PRODUCT LINE: 040 NON-METALLIC BOXES)	0.000		DISCOUNT	55.0000 %
72	COMMODITY CODE: 962-86-00-043391  FREIGHT - EXPEDITED SHIPMENTS VIA AIR, FEDEX, ETC. ONLY	0.000	LOT	ITEM	\$ 0.000000
73	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES DISCOUNT FROM MANUFACTURE CURRENT PRICE BOOK AS INDICATED ON CURRENT EXHIBIT 1  Cisco Systems Inc., Motorola  ***** LINE 73 IS FOR U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (GPA) ONLY. *****	0.000		DISCOUNT	0.0000 %
74	COMMODITY CODE: 725-59-00-005559  TELECOMMUNICATION SUPPLIES AND ACCESSORIES (OTHER SECURITY) DISCOUNT AND MANUFACTURER AS INDICATED ON CURRENT ATTACHMENT A-1  ***** LINE 74 IS FOR U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (GPA) ONLY.	0.000		DISCOUNT	0.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	*****				

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<p>PRICING, TERMS AND CONDITIONS ARE IN ACCORDANCE WITH RFP-IS-1057 INCLUDE THE FOLLOWING:</p> <ul style="list-style-type: none"> <li>- ATTACHMENT A - SPECIAL TERMS AND CONDITIONS</li> <li>- ATTACHMENT A-1 - TELECOMMUNICATION SUPPLIES &amp; ACCESSORIES (OTHER SECURITY) (NATIONAL PURCHASE ONLY VIA U.S. COMMUNITIES)</li> <li>- EXHIBIT 1 - LISTING BY MANUFACTURE</li> </ul> <p>*****</p> <p>ATTENTION LOS ANGELES COUNTY DEPARTMENTS:</p> <p>GUIDELINES FOR COUNTY DEPARTMENTS ON THE USE OF MASTER AGREEMENTS FOR TELECOMMUNICATION SUPPLIES AND ACCESSORIES. APPLICABLE TO THE FOLLOWING VENDORS:</p> <ul style="list-style-type: none"> <li>- ANIXTER (MA-IS-1040224)</li> <li>- COMMUNICATIONS SUPPLY CORPORATION (MA-IS-1040225)</li> <li>- GRAYBAR (MA-IS-1040222)</li> </ul> <p>a) COUNTY DEPARTMENTS ARE NOT AUTHORIZED TO USE THESE AGREEMENTS AS A PURCHASING SOURCE FOR PRODUCTS NOT SPECIFICALLY COVERED HEREIN.</p> <p>b) DEPARTMENTS MUST COMPARE PRICING BETWEEN THE AGREEMENT VENDORS WHEN PLACING ROUTINE ORDERS SUCH AS REPLENISH STOCK.</p> <p>c) IN THE EVENT OF AN EMERGENCY OR WHEN DELAYS WOULD CAUSE EXTREME HARDSHIP, THE NEED TO COMPARE PRICING IS WAIVED. DEPARTMENTS ARE AUTHORIZED TO PURCHASE FROM AGREEMENT VENDOR THAT BEST MEETS DEPARTMENTAL NEEDS BASED ON FACTORS SUCH AS STOCK AVAILABILITY, PICK-UP LOCATION, PRODUCT ACCEPTABILITY, PRICING, ETC.</p> <p>d) IT IS THE RESPONSIBILITY OF THE ORDERING DEPARTMENT TO ENSURE THAT ALL PURCHASES ARE PRICED IN ACCORDANCE WITH THE AGREEMENT TERMS AND CONDITIONS. AGREEMENT VENDORS WILL PROVIDE A COPY OF MANUFACTURER'S PRICE LIST UPON REQUEST. CONTACT ISD PURCHASING IF YOU HAVE ANY QUESTIONS.</p>		



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<p>The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.</p> <p>PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.</p> <p>ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.</p> <p>Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.</p> <p>County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.</p> <p style="text-align: center;"><b>CONTRACTOR RESPONSIBILITY AND DEBARMENT</b></p> <ol style="list-style-type: none"> <li>1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.</li> <li>2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.</li> <li>3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.</li> <li>4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.</li> </ol>		

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<p>5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.</p> <p>6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.</p> <p>7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.</p> <p style="text-align: center;"><b>PROHIBITION AGAINST USE OF CHILD LABOR</b></p> <p><b>VENDOR shall:</b></p> <p>1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.</p> <p>2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and</p> <p>3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.</p> <p>Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.</p> <p>Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.</p> <p><b>A. Jury Service Program.</b></p> <p>This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.</p> <p><b>B. Written Employee Jury Service policy.</b></p> <p>1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.</p>	

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<p>2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.</p> <p>3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.</p> <p>4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.</p>	
<p align="center"><b>PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS</b></p>	
<p>Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.</p>	
<p align="center"><b>ASSIGNMENT BY CONTRACTOR</b></p>	
<p>A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.</p> <p>B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.</p> <p>C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.</p>	

**GRAYBAR  
ATTACHMENT A  
SPECIAL TERMS & CONDITIONS  
CONTRACT NO: MA-IS-1040222**

**1. PARTICIPATING PUBLIC AGENCIES:**

THE COUNTY HAS DESIGNATED U.S. COMMUNITIES PURCHASING AND FINANCE AGENCY (U.S. COMMUNITIES) AS THE AGENCY TO PROVIDE ADMINISTRATIVE SERVICES RELATED TO PURCHASES BY OTHER GOVERNMENTAL ENTITIES (PARTICIPATING PUBLIC AGENCIES) UNDER THIS AGREEMENT. AT COUNTY'S SOLE DISCRETION AND OPTION, AND UPON ENTERING INTO THE REQUISITE U.S. COMMUNITIES ADMINISTRATION AGREEMENT, PARTICIPATING PUBLIC AGENCIES MAY ACQUIRE ITEMS LISTED IN THIS AGREEMENT. SUCH ACQUISITION(S) SHALL BE AT THE PRICES STATED IN THIS AGREEMENT, OR LOWER. IN NO EVENT SHALL COUNTY BE CONSIDERED A DEALER, REMARKETER, AGENT OR OTHER REPRESENTATIVE OF VENDOR.

VENDOR AND COUNTY RECOGNIZE THAT FROM TIME TO TIME VENDOR'S REASONABLE ASSISTANCE MAY FACILITATE AND EXPEDITE A PRESENTATION BY THE COUNTY AND/OR U.S. COMMUNITIES TO ANY ENTITY. SUCH ASSISTANCE SHALL BE PROVIDED, AT NO COST, BY VENDOR UPON THE WRITTEN REQUEST OF THE COUNTY AND/OR U.S. COMMUNITIES.

PARTICIPATING PUBLIC AGENCIES SHALL BE RESPONSIBLE FOR THE ORDERING OF PRODUCTS UNDER THIS AGREEMENT. PAYMENT FOR PRODUCTS OR SERVICES AND INSPECTIONS AND ACCEPTANCE OF PRODUCTS OR SERVICES ORDERED BY A PARTICIPATING PUBLIC AGENCY SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PROCURING PARTY.

THE COUNTY SHALL NOT BE OBLIGATED, LIABLE OR RESPONSIBLE FOR ANY ORDER MADE BY ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF FOR ANY PAYMENT REQUIRED TO BE MADE WITH RESPECT TO SUCH ORDER; AND THAT ANY DISPUTES BETWEEN A PARTICIPATING PUBLIC AGENCY AND THE SUPPLIER ARE NOT THE RESPONSIBILITY OF THE COUNTY. THE EXERCISE OF ANY RIGHTS OR REMEDIES BY THE PARTICIPATING PUBLIC AGENCY OR SUPPLIER SHALL BE THE EXCLUSIVE OBLIGATION OF SUCH PARTY.

THE COUNTY MAKES NO REPRESENTATION OR GUARANTY WITH RESPECT TO ANY MINIMUM PURCHASES BY THE COUNTY OR ANY PARTICIPATING PUBLIC AGENCY OR ANY EMPLOYEE THEREOF UNDER THIS AGREEMENT.

**2. FIRM'S NAME, MAILING ADDRESS AND LOCAL TELEPHONE NUMBER FOR INDIVIDUAL PURCHASE ORDERS:**

NAME: GRAYBAR  
ADDRESS: 383 CHERYL LANE, CITY OF INDUSTRY, CA 91789  
PHONE NUMBER: 800-766-7723

**3. ORDERING**

TECHNICAL ASSISTANCE:

NAME: THOMAS WILLIAMS  
EMAIL: THOMAS.WILLIAMS@GRAYBAR.COM  
TELEPHONE: 909-451-4300

Special Terms and Conditions

PLACING ORDERS:

NAME: KEVIN STOKER  
EMAIL: KEVIN STOKER@GRAYBAR.COM  
TELEPHONE: 909-451-4454  
FAX NUMBER: 909-451-4699

CASH DISCOUNT: NONE; PAYMENT TERMS: N/30 DAYS

EMERGENCY ORDERS:

- EMERGENCY ORDERS FOR IN-STOCK ITEMS CAN BE PROCESSED, FILLED, AND DELIVERED TO THE REQUESTING COUNTY DEPARTMENT WITHIN 24 HOURS AFTER RECEIPT OF ORDER
- SMALL QUANTITY EMERGENCY PURCHASES CAN BE PICKED UP FROM:  
GRAYBAR, 1460 E. FOURTH STREET, LOS ANGELES, CA 90033

4. DELIVERY

DELIVERY DAYS FOR IN-STOCK ITEMS AFTER RECEIPT OF ORDER: 24 - 48 HOURS

DELIVERY DAYS FOR NON-STOCK ITEMS AFTER RECEIPT OF ORDER: 2 - 5 DAYS; UNLESS OTHERWISE STATED BY THE MANUFACTURER.

- a. PRICES QUOTED INCLUDE DELIVERY TO LOCATIONS WITHIN LOS ANGELES COUNTY.
- b. SHIPPING TERMS: F.O.B. DELIVERED., FREIGHT PREPAID AND ALLOWED, VENDOR: PAYS FREIGHT COST, OWN TITLE IN TRANSIT, FILE CLAIM(S), COUNTY: TAKES OWNERSHIP AT DESTINATION
- c. EXPEDITED SHIPMENTS VIA AIR, FEDEX, ETC. WHEN REQUESTED AND APPROVED BY THE COUNTY SHALL BE AT COUNTY'S EXPENSE
- d. FAILURE TO INCLUDE THE PURCHASE ORDER NUMBER ON THE FREIGHT BILL, PACKING SLIP AND INVOICE MAY RESULT IN REFUSAL OF DELIVERY AND DELAY IN PROMPT PAYMENT.

5. WARRANTY: STANDARD MANUFACTURER WARRANTY

6. TERMS OF AGREEMENT

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON THE DATE THE AGREEMENT IS EXECUTED AND SHALL EXPIRE IN THREE (3) YEARS THEREAFTER, UNLESS SOONER TERMINATED OR EXTENDED, IN WHOLE OR IN PART, AS PROVIDED IN THIS AGREEMENT; EXCEPT THAT:

- A. COUNTY SHALL EXTEND THIS CONTRACT FOR AN ADDITIONAL 24 MONTHS. (TO BE DONE IN 12 MONTH INCREMENTS).
- B. COUNTY SHALL NOTIFY VENDOR OF ANY DETERMINATION TO EXTEND THIS AGREEMENT NOT LESS THAN THIRTY (30) DAYS BEFORE THE EXPIRATION OF THE ORIGINAL OR EXTENDED AGREEMENT.

## Special Terms and Conditions

C. COUNTY'S PROJECT MANAGER MAY AUTHORIZE MONTH TO MONTH EXTENSION AT THE END OF EACH AGREEMENT TERM, NOT TO EXCEED SIX (6) MONTHS.

VENDOR AGREES THAT SUCH EXTENSIONS SHALL BE AT THE SAME RATES, TERMS AND CONDITIONS.

7. PRODUCTS PURCHASED AS A RESULT OF RFP-IS-1057 ARE TO BE SUPPLIED AS OFFERED AND ACCEPTED WITHOUT SUBSTITUTION OF MATERIAL OR STYLE.

COSTS INCURRED BY THE COUNTY OF LOS ANGELES FOR INTERNAL ACTIVITIES REQUIRED TO RECALL AND REPLACE AN UNAUTHORIZED SUBSTITUTE WILL BE DOCUMENTED AND APPLIED TO THE ACCOUNT OF THE SUPPLIER.

8. PRICE GUARANTEE:

UNLESS OTHERWISE QUALIFIED, BIDDER AGREES, FOR THE PERIOD OF THIS AGREEMENT, THAT DISCOUNTS QUOTED FROM PRICE LIST ARE MINIMUM FOR THE FIRST THREE (3) YEARS.

UNDER THE PROPOSED AGREEMENT, THE AWARDED BIDDER ON CASE-BY-CASE BASES MAY OFFER HIGHER DISCOUNT THAN CONTRACT PRICING FOR LARGE QUANTITY PURCHASES.

IF PRICES DECLINE, OR SHOULD VENDOR AT ANY TIME DURING THE LIFE OF SAID AGREEMENT, SELL THE SAME MATERIALS OR SERVICE UNDER SIMILAR QUANTITY AND DELIVERY CONDITIONS TO THE STATE OF CALIFORNIA, OR ANY COUNTY, MUNICIPALITY OR LEGAL DISTRICT OF THE STATE OF CALIFORNIA AT PRICES BELOW THOSE QUOTED HEREIN, SUCH LOWER PRICES SHALL BE IMMEDIATELY EXTENDED TO THE COUNTY OF LOS ANGELES.

IF MANUFACTURER'S PRICE LIST OR DISCOUNT STRUCTURE CHANGES, VENDOR SHALL NOTIFY THE COUNTY OF LOS ANGELES PURCHASING DEPARTMENT IN WRITING IMMEDIATELY, IDENTIFYING AGREEMENT BY NUMBER, FURNISHING 2 COPIES OF NEW LIST AND ACCEPTABLE EVIDENCE OF CHANGE IN MANUFACTURER'S DISCOUNT STRUCTURE. IT SHALL BE VENDORS RESPONSIBILITY TO KEEP THE COUNTY OF LOS ANGELES INFORMED OF CHANGES.

ALL PRICE CHANGES MUST BE APPROVED BY THE COUNTY OF LOS ANGELES PURCHASING AGENT PRIOR TO FORWARDING ANY PRICE CHANGES TO THE DEPARTMENTS. FAILURE TO SUBMIT PRICE CHANGES AND OBTAIN APPROVAL FROM THE PURCHASING AGENT WILL RESULT IN USING THE PRICE ON THE LAST APPROVED PRICE LIST.

9. VENDOR MUST BE AUTHORIZED PARTNER/RESELLER FOR ALL PRODUCTS OFFERED ON THIS CONTRACT. IF DURING THE LIFE OF THE SAID CONTRACT THE VENDOR BECOMES NO LONGER AN AUTHORIZED PARTNER/RESELLER OF A MANUFACTURER PRODUCT, THE VENDOR MUST NOTIFY THE PURCHASING AGENT IN WRITING AND NO LONGER SELL THOSE MANUFACTURER PRODUCTS TO THE DEPARTMENTS.
10. EQUIPMENT OFFERED MUST BE NEW UNUSED CURRENT MODELS COVERED BY THE ORIGINAL EQUIPMENT MANUFACTURER WARRANTY.
11. RESERVATION: THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO BID INDIVIDUAL LARGE REQUIREMENTS WHEN DEEMED IN THE BEST INTEREST OF THE COUNTY.

## Special Terms and Conditions

## 12. UTILIZATION RECAPITULATION REPORT:

120 DAYS PRIOR TO TERMINATION OF ANY AGREEMENT FORMULATED AS A RESULT OF RFP-IS-1057, VENDOR SHALL FURNISH THE COUNTY OF LOS ANGELES WITH A LIST SHOWING THE AMOUNT OF EACH ITEM DELIVERED. THIS LIST SHALL BE BY INDIVIDUAL ITEM AND SHALL SHOW THE TOTAL DELIVERED TO COUNTY OF LOS ANGELES DURING THE PRIOR YEAR OR PORTION THEREOF. IN ADDITION, A TOTAL DOLLAR VALUE SOLD TO ALL PARTICIPATING AGENCIES DURING THE SAME PERIOD SHALL BE FURNISHED.

## 13. RETURN OF GOODS RECEIVED:

YOUR OFFER ON RFP-IS-1057 IS ON THE BASIS THAT ALL ITEMS ARE GUARANTEED EQUAL IN QUALITY AND PATTERN TO THOSE SPECIFIED AND THAT ANY ITEM PURCHASED AS EQUIVALENT AND NOT ACCEPTABLE TO USING DEPARTMENT MAY BE RETURNED FOR FULL CREDIT.

YOU AGREED TO ACCEPT FOR CREDIT ANY MERCHANDISE RETURNED IN GOOD CONDITION WITHIN FIVE DAYS AFTER RECEIPT OF GOODS WITHOUT ANY HANDLING CHARGES; HOWEVER, NO RETURN SHALL BE MADE OF ANY MATERIAL WHICH HAS BEEN PUT INTO OPERATION OTHER THAN FOR TEST. WHEN PRODUCTS DELIVERED FAIL TO MEET SPECIFICATION, COST OF INSPECTION SHALL BE FOR ACCOUNT OF VENDOR.

14. RIGHT IS RESERVED TO TEST FOR LATER CONSIDERATION BRANDS ON WHICH WE HAVE NO RECORD. THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL ANY AGREEMENT OR PORTION OF AGREEMENT FORMULATED ON EXISTING ACCEPTABLE BRANDS WHEN ALTERNATE BRANDS OFFERED AT LOWER PRICES HAVE BEEN TESTED AND ACCEPTED AND EITHER PURCHASE THE ACCEPTABLE ALTERNATE BRAND OR REBID.

## 15. CANCELLATION

THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL THIS AGREEMENT IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.

16. DEFAULT: IN THE EVENT VENDOR FAILS TO PERFORM HEREUNDER AND DOES NOT CURE SUCH FAILURE WITHIN FIFTEEN (15) CALENDAR DAYS OF THE DATE COUNTY'S NOTICE WAS SENT TO VENDOR, COUNTY MAY, AT ITS SOLE DISCRETION, CANCEL OR TERMINATE THIS CONTRACT. SUCH CANCELLATION OR TERMINATION SHALL BE AT NO COST TO COUNTY. SHOULD COUNTY SO CANCEL OR TERMINATE, COUNTY MAY AT ITS SOLE DISCRETION, PROCURE THE ITEMS OR SERVICES FROM OTHER SOURCES AND VENDOR SHALL BE LIABLE TO COUNTY FOR ANY AND ALL EXCESS COSTS, DETERMINED BY COUNTY, FOR SUCH ITEMS OR SERVICES.

## 17. TIME IS OF THE ESSENCE:

IF ANY ANTICIPATED OF ACTUAL DELAYS ARISE, VENDOR SHALL IMMEDIATELY SO NOTIFY COUNTY, REGARDLESS OF NOTICE IF DELIVERIES ARE NOT MADE AT THE TIME AGREED UPON. COUNTY MAY, AT ITS SOLE DISCRETION, TERMINATE THE PURCHASE ORDER AND

## Special Terms and Conditions

PROCEED PURSUANT TO PARAGRAPH ON DEFAULT.

18. NONEXCLUSIVITY: NOTHING HEREIN IS INTENDED NOR SHALL IT BE CONSTRUED AS CREATING ANY EXCLUSIVE ARRANGEMENT WITH VENDOR.
19. ANY AGREEMENT OR CONTRACT AWARDED UNDER RFP-IS-1057 WILL HAVE TO COMPLY WITH THE COUNTY'S QUALITY ASSURANCE PLAN AS FOLLOWS:

THE COUNTY OR ITS AGENT WILL EVALUATE CONTRACTOR'S PERFORMANCE UNDER THIS AGREEMENT ON NOT LESS THAN AN ANNUAL BASIS. SUCH EVALUATION WILL INCLUDE ASSESSING CONTRACTOR'S COMPLIANCE WITH ALL CONTRACT TERMS AND PERFORMANCE STANDARDS. CONTRACTOR DEFICIENCIES WHICH COUNTY DETERMINES ARE SEVERE OR CONTINUING AND THAT MAY PLACE PERFORMANCE OF THE AGREEMENT IN JEOPARDY IF NOT CORRECTED WILL BE REPORTED TO THE BOARD OF SUPERVISORS. THE REPORT WILL INCLUDE IMPROVEMENT/CORRECTIVE ACTION MEASURES TAKEN BY THE COUNTY AND CONTRACTOR. IF IMPROVEMENT DOES NOT OCCUR CONSISTENT WITH THE CORRECTIVE ACTION MEASURES, COUNTY MAY TERMINATE THIS AGREEMENT OR IMPOSE OTHER PENALTIES AS SPECIFIED IN THIS AGREEMENT.

20. TERMINATION FOR CONVENIENCE:

ANY AGREEMENT MAY BE TERMINATED, WHEN SUCH ACTION IS DEEMED BY COUNTY TO BE IN ITS BEST INTEREST. TERMINATION SHALL BE EFFECTED BY DELIVERY TO VENDOR OF A NOTICE OF TERMINATION SPECIFYING THE EXTENT TO WHICH PERFORMANCE OF AGREEMENT IS TERMINATED AND THE DATE UPON WHICH SUCH TERMINATION BECOMES EFFECTIVE, WHICH SHALL BE NO LESS THAN TEN (10) DAYS AFTER THE NOTICE IS SENT.

AFTER RECEIPT OF A NOTICE OF TERMINATION, VENDOR SHALL SUBMIT ITS TERMINATION CLAIM AND INVOICE TO COUNTY, IN THE FORM AND WITH ANY CERTIFICATIONS AS MAY BE PRESCRIBED BY COUNTY. SUCH CLAIM AND INVOICE SHALL BE SUBMITTED PROMPTLY, BUT NOT LATER THAN THREE MONTHS FROM THE EFFECTIVE DATE OF TERMINATION. UPON FAILURE OF VENDOR TO SUBMIT ITS TERMINATION CLAIM AND INVOICE WITHIN THE TIME ALLOWED, COUNTY MAY DETERMINE ON THE BASIS OF INFORMATION AVAILABLE TO COUNTY, THE AMOUNT, IF ANY, DUE TO VENDOR IN RESPECT TO THE TERMINATION, AND SUCH DETERMINATION SHALL BE FINAL. WHEN SUCH DETERMINATION IS MADE, COUNTY SHALL PAY VENDOR THE AMOUNT SO DETERMINED.

VENDOR SHALL HONOR PURCHASE ORDERS ACCEPTED ON OR BEFORE THE EFFECTIVE DATE OF TERMINATION.

TERMINATION FOR FAILURE TO OPERATE IN ORDINARY COURSE: VENDOR'S STABILITY WAS AND/IS A PRIMARY BASIS FOR ENTERING INTO AND CONTINUING WITH AGREEMENT, THEREFORE, COUNTY MAY TERMINATE ANY AGREEMENT BY THIRTY (30) DAYS WRITTEN NOTICE SHOULD VENDOR FAIL TO CONTINUE TO DO BUSINESS IN THE ORDINARY COURSE.

21. TERMINATION FOR GRATUITIES:

COUNTY MAY, BY WRITTEN NOTICE TO VENDOR, TERMINATE THE RIGHT OF VENDOR TO PROCEED UNDER ANY AGREEMENT UPON TEN (10) DAYS WRITTEN NOTICE, IF IT IS FOUND THAT GRATUITIES IN THE FORM OF ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY, OR ANY AGENT OR REPRESENTATIVE OF VENDOR, TO ANY OFFICER OR EMPLOYEE OF COUNTY WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO THE AWARD OF AMENDING, OR THE MAKING OF ANY DETERMINATIONS WITH RESPECT TO THE PERFORMING, OF SUCH



Special Terms and Conditions

CONTRACT. IN THE EVENT OF SUCH TERMINATION, COUNTY SHALL BE ENTITLED TO PURSUE THE SAME REMEDIES AGAINST VENDOR AS IT COULD PURSUE IN THE EVENT OF DEFAULT BY VENDOR.

22. COUNTY OF LOS ANGELES GREEN INITIATIVE

IN LINE WITH THE COUNTY POLICY FOR THE PROCUREMENT OF ENERGY-EFFICIENT EQUIPMENT AND PRODUCTS, PREFERENCE WILL BE GIVEN TO THOSE PRODUCTS THAT MEET THE FEDERAL ENERGY MANAGEMENT PROGRAM (FEMP) STANDARDS OR POSSESS AN ENERGY STAR LABEL.

VENDOR WILL USE PACKAGING MATERIALS THAT ARE RECYCLABLE AND/OR REUSABLE. VENDOR WILL NOT USE ENVIRONMENTALLY HARMFUL MATERIAL, SUCH AS STYROFOAM, IN THE PACKAGING OF PRODUCTS DELIVERED FOR USE BY THE COUNTY OF LOS ANGELES.

23. AUTHORIZATION WARRANTY

CONTRACTOR REPRESENTS AND WARRANTS THAT THE PERSON EXECUTING THIS AGREEMENT FOR CONTRACTOR IS AN AUTHORIZED AGENT WHO HAS ACTUAL AUTHORITY TO BIND CONTRACTOR TO EACH AND EVERY TERM, CONDITION AND OBLIGATION OF THIS AGREEMENT AND THAT ALL REQUIREMENTS OF CONTRACTOR HAVE BEEN FULFILLED TO PROVIDE SUCH ACTUAL AUTHORITY.

END



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2011

6/29/2010

<b>PRODUCER</b> Lockton Companies, LLC-1 St. Louis Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	<b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: Zurich American Insurance Company (118)	16535
	INSURER B: American Zurich Insurance Company	40142
	INSURER C:	
<b>INSURED</b> 1047657 Graybar Electric Company, Inc. P. O. Box 7231 34 North Meramec Avenue St. Louis MO 63177	INSURER D:	
	INSURER E:	

**COVERAGES**

GRAEL02 26

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		<b>GENERAL LIABILITY</b>	GL0930866307	6/1/2010	6/1/2011	EACH OCCURRENCE \$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ Excluded
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 5,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A		<b>AUTOMOBILE LIABILITY</b>	BAP930866407	6/1/2010	6/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ XXXXXXXX
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$ XXXXXXXX
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A		<input type="checkbox"/> HIRED AUTOS	PHYSICAL DAMAGE-SELF INSURED			
A		<input type="checkbox"/> NON-OWNED AUTOS				
		<b>GARAGE LIABILITY</b>	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$ XXXXXXXX
		<b>EXCESS / UMBRELLA LIABILITY</b>	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ XXXXXXXX
		<input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM				\$ XXXXXXXX
		RETENTION \$				\$ XXXXXXXX
B		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC930866107 (AOS)	6/1/2010	6/1/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
A		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC930866207 (WI)	6/1/2010	6/1/2011	E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A		<b>OTHER EXCESS OHIO WORKERS' COMPENSATION</b>	EWS930866807	6/1/2010	6/1/2011	Workers' Comp. \$20,000,000 Employers' Liab. \$1,000,000 SIR - Each Accident \$350,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

RE: MA-IS-43272-6 AND MA-IS-1040222-1. WHERE REQUIRED BY WRITTEN CONTRACT, CITY OF LINCOLN, LANCASTER COUNTY NEBRASKA AND LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION ARE ADDITIONAL INSURED UNDER THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF SAID POLICIES AND ADDITIONAL INSURED ENDORSEMENTS.

**CERTIFICATE HOLDER****CANCELLATION**

10923321

CITY OF LINCOLN  
ATTN: PURCHASING AGENT  
440 S. 8TH ST., STE. 200, SOUTHWEST WING  
LINCOLN NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AU1

ACORD 25 (2009/01)

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For questions regarding this certificate, contact the number listed in the 'Producer' section above and specify the client code 'GRAEL02'.

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# Nebraska Resale or Exempt Sale Certificate

FORM  
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name City of Lincoln			Name Graybar Electric Company		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 8170 Lackland Rd.		
City Lincoln	State NE	Zip Code 68508	City Bel Ridge	State MO	Zip Code 63114

**Check Type of Certificate**

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

**Check One**

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

## SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a:

☐ Wholesaler

☐ Retailer

☐ Manufacturer

☐ Lessor

of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

## SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

☐ YES ☐ NO

Was Item Depreciable?

☐ YES ☐ NO

## SECTION C—For Contractors Only

### 1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of \_\_\_\_\_: (exempt entity)

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign  
here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services.  
Material used for WATER services are taxable per Reg. 066.14A.

6-134-1970 Rev. 3-2009  
Supersedes 6-134-1970 Rev. 10-2007

## INSTRUCTIONS

**WHO MAY ISSUE A RESALE CERTIFICATE.** Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

**WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.** Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: [www.revenue.ne.gov/legal/regs/slstaxregs](http://www.revenue.ne.gov/legal/regs/slstaxregs).

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

**CONTRACTORS.** Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site [www.revenue.ne.gov](http://www.revenue.ne.gov) for additional information.

**WHERE TO FILE.** Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

**SALES TAX NUMBER.** A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

**PROPERLY COMPLETED CERTIFICATE.** A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

**PENALTIES.** Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

### CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.
3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.
4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.
5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).
6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).



# Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM  
13

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name Lancaster County			Name Graybar Electric Company		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 8170 Lackland Rd.		
City Lincoln	State NE	Zip Code 68508	City Bel Ridge	State MO	Zip Code 63114

## Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

## SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of  
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the  
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a:  
of ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor  
Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

## SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

## SECTION C—For Contractors Only

### 1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from  
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of \_\_\_\_\_:  
(exempt entity)

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases  
of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the  
regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135,  
shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for  
each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket  
certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct  
and complete.

sign  
here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

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Material used for WATER services are taxable per Reg. 066.14A.

## INSTRUCTIONS

**WHO MAY ISSUE A RESALE CERTIFICATE.** Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

**WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.**

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Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: [www.revenue.ne.gov/legal/regs/sltaxregs](http://www.revenue.ne.gov/legal/regs/sltaxregs).

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**CONTRACTORS.** Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site [www.revenue.ne.gov](http://www.revenue.ne.gov) for additional information.

**WHERE TO FILE.** Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

**SALES TAX NUMBER.** A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

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2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).



# Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

• Read instructions on reverse side/see note below

FORM  
13

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name Lincoln-Lancaster County Public Building Commission			Name Graybar Electric Company		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 8170 Lackland Rd.		
City Lincoln	State NE	Zip Code 68508	City Bel Ridge	State MO	Zip Code 63114

**Check Type of Certificate**

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

## SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a:

☐ Wholesaler

☐ Retailer

☐ Manufacturer

☐ Lessor

of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

## SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

## SECTION C—For Contractors Only

### 1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of \_\_\_\_\_:  
(exempt entity)

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign  
here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used to purchase materials used for WATER services.  
Material used for WATER services are taxable per Reg. 066.14A.

6-134-1970 Rev. 3-2009  
Supersedes 6-134-1970 Rev. 10-2007

## INSTRUCTIONS

**WHO MAY ISSUE A RESALE CERTIFICATE.** Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

**WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.** Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from sales tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: [www.revenue.ne.gov/legal/regs/slstaxregs](http://www.revenue.ne.gov/legal/regs/slstaxregs).

**Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.**

**CONTRACTORS.** Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site [www.revenue.ne.gov](http://www.revenue.ne.gov) for additional information.

**WHERE TO FILE.** Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

**SALES TAX NUMBER.** A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

**PROPERLY COMPLETED CERTIFICATE.** A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

**PENALTIES.** Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

### CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).